

- 22. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1190-02/BJC – Southeast Regional/Lake Hayes Water Transmission Main – Phase I, with Garney Construction, Inc., (Certificate of Completion).**

CC-1190-02/BJC provided for all labor, materials, equipment and coordination necessary for the installation of a water transmission main that is approximately 11,200 linear feet of 30-inch and 12-inch water main, along with fittings, valves, miscellaneous appurtenances, testing, site restoration, clean-up, and all incidentals necessary to complete water main, ready for operation. As of November 18, 2003, all work and documentation has been satisfactorily completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Southeast Regional/Lake Hayes Water Transmission Main - Phase 1

County Contract No.: CC-1190-02/BJC

Project: Southeast Regional/Lake Hayes Water Transmission Main - Phase 1

Contractor: Garney Construction

Agreement for Utility Construction Agreement Date: November 14, 2002

This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

To: Inwood Consulting Engineers, Inc.
Engineer

And to: Garney Construction, Inc.
Contractor

The Work to which this certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

July 14, 2003
Date of Substantial Completion

A list of items to be completed or corrected will be forwarded. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by Contractor within thirty (30) days of the above date of Substantial Completion.

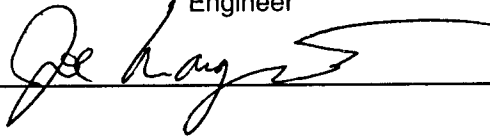
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on July 22, , 2003

Inwood Consulting Engineers, Inc.

Engineer

By:



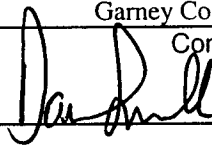
CONTRACTOR accepts this Certificate of Substantial Completion

on July 23rd , 2003.

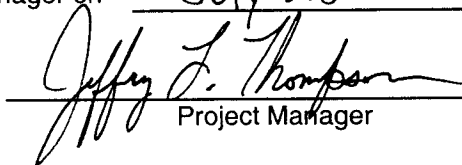
Garney Construction, Inc.

Contractor

By:



Executed by COUNTY's Project Manager on July 28 , 2003



Project Manager

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

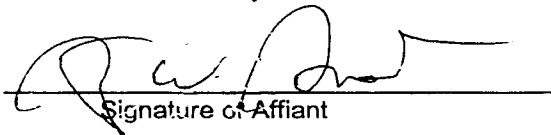
State of Missouri County of Platte

Stephen W. Swatek, being duly sworn according to law, deposes and says that he is the Sr. Vice President (Title of Office of Garney Companies, Inc.,

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Southeast Regional Lake Hayes Water Transmission Main PH 1 and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

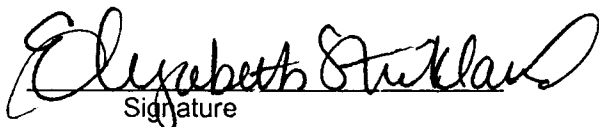
1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.


Signature of Affiant

Sr. Vice President
Title

State of Missouri)
County of Platte) ss

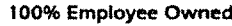
The foregoing instrument was acknowledged before me this 14th day of October, 2003, by Stephen W. Swatek, who is personally known to me or who has produced _____ as identification.


Signature

Print name: Elizabeth Strickland
Notary Public in and for the County and State Aforementioned

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96

My commission expires: Notary Public - State of Missouri
Commissioned in Platte County
My Commission Expires Sept. 20, 2004



represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this application, the undersigned irrevocable and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty. Additionally, the undersigned waives and releases any other claims against the Owner, the property, Garney, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Subcontractor: Conrad Yelvington Dist., Inc.
PO Box 11637
By: Daytona Beach, FL 32120-1637
Title: [Signature]
Date: 8/14/03

State of FLORIDA
County of VOLUSIA

On this 14 day of AUGUST, 2003, before me, the undersigned, personally appeared JACQUELINE I. RUFFINO of CONRAD YELVINGTON DIST known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Linda W. Smith
Notary Public in and for said County and State

Commission Expires





AUG - 6 2003

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT


The undersigned lienor, in consideration of the sum of \$85.70 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to GARNEY COMPANIES INC on the job of SEMINOLE COUNTY to the following described property:

"SOUTHEAST REGIONAL / LAKE HAYES TRANSMISSION MAIN - PHASE I", BOND NUMBER 929233296, SEMINOLE COUNTY, FLORIDA.


Description of Labor and/or Materials Furnished: Rented Construction Equipment
This waiver and release becomes effective and valid only upon clearance of any tendered check.

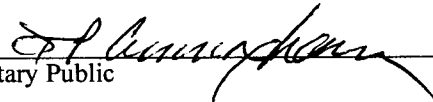
Hertz Equipment Rental Corporation
3817 NorthwestExpressway
Oklahoma City, OK 73112

Date: AUGUST 4, 2003

By: 
CAROL HARGRAVES
CRU CLERK

SWORN to and SUBSCRIBED before me by CAROL HARGRAVES who is personally known to me this 4 day of AUGUST, 2003

 **D. P. CUNNINGHAM**
Canadian County
Notary Public in and for
State of Oklahoma
Commission # 03000085 Expires 2/3/07
Notary Stamp


Notary Public

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1997, a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.

Account# 4623010-9114000



100% Employee Owned

SUPPLIER'S FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: Garney, the Owner or Lender(s) having any loans secured by the property of said Owner and other parties, if any, having any interest in the real estate (the "Realty") identified below (hereinafter collectively the "Beneficiaries").

Supplier's Name: Linder Industrial Machinery

Project Name: Consumers/Lake Hayes Water Main

Project Location: Seminole County, Florida

Payment Requested: \$ NONE

Date of Last Work Covered by Payment Request: N/A

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of \$ 10.00, which is currently due and payable, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and/or equipment and material supplied on this project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto with Garney or any subcontractor or supplier to Garney concerning work to be performed on the Realty (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned

represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

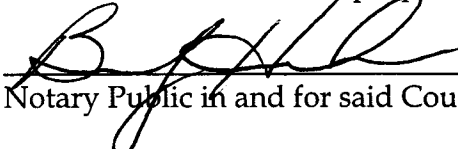
Final Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this application, the undersigned irrevocable and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty. Additionally, the undersigned waives and releases any other claims against the Owner, the property, Garney, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Subcontractor: Linder Industrial Machinery
By: SE Stewart
Title: Corporate Credit Manager
Date: July 28, 2003

State of Florida
County of Hillsborough

On this 29th day of July, 2003, before me, the undersigned, personally appeared Sharon Stewart, Corp Credit Mgr of Linder Machinery known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.



Notary Public in and for said County and State

Commission Expires

WAIVER AND RELEASE OF LIEN FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials to Garney Construction on the job of Consumers/Lake Hayes Water Main, to the following described property:

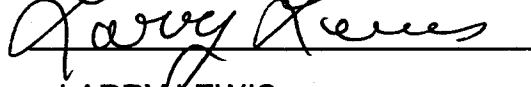
Seminole County, Florida

By Florida Statute, this waiver is conditioned upon the check presented being properly endorsed and the lienor receiving final credit to its account by its financial institution or bank.

DATED on August 5, 2003.

Ringhaver Equipment Company
Post Office Box 30169
Tampa, Florida 33630-3169

By



LARRY LEWIS

ASSISTANT CREDIT MANAGER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED TO BEFORE ME BY LARRY LEWIS, AS ASSISTANT CREDIT MANAGER OF RINGHAVER EQUIPMENT CO, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN TO ME AND WHO DID NOT SWEAR AN OATH, THIS 5th DAY OF August, 2003.

SIGNATURE OF NOTARY
NOTARY STAMP AND SEAL:



VICKI LYNN JUDD
Notary Public, State of Florida
My comm. exp. June 8, 2007
Comm. No. DD 220538

NOTE: This is a statutory form prescribed by Section 713.20 and 255.05, Florida Statutes. Effective October 1, 1996, and October 1, 1997, respectively, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



100% Employee Owned

SUPPLIER'S FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: Garney, the Owner or Lender(s) having any loans secured by the property of said Owner and other parties, if any, having any interest in the real estate (the "Realty") identified below (hereinafter collectively the "Beneficiaries").

Supplier's Name: Southland Construction

Project Name: Southeast Regional/Lake Hayes Water Transmission Main, Phase I

Project Location: Seminole County, Florida

Payment Requested: \$ _____

Date of Last Work Covered by Payment Request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of \$ 429.30, which is currently due and payable, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and/or equipment and material supplied on this project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto with Garney or any subcontractor or supplier to Garney concerning work to be performed on the Realty (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned

represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this application, the undersigned irrevocable and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty. Additionally, the undersigned waives and releases any other claims against the Owner, the property, Garney, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Subcontractor: Southland Construction, Inc.
 By: Daniel L. Carr *Daniel Carr*
 Title: President
 Date: Oct. 7, 2003

State of Florida
 County of Orange

On this 7th day of Oct., 2003, before me, the undersigned, personally appeared Daniel L. Carr, Pres. of Southland Const., known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Ramona Cox Hansbrough
 Notary Public in and for said County and State

3/31/06
 Commission Expires



Ramona Cox Hansbrough
 My Commission DD087152
 Expires March 31, 2006 2

rev May99

AUG 28 2003



SUNBELT
RENTALS, INC.

**WAIVER & RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of
\$10.00 hereby waives and releases its lien and right to claim for labor, services
or materials furnished **The Garney Companies** on the job of **Seminole County Board of
County Commissioners/Public Works** on the following described property:

**Lake Hayes Water Transmission
Dikes Road Area
Seminole, County**

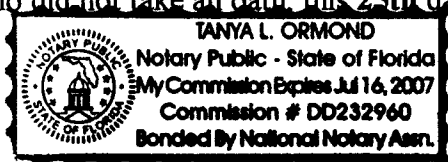
This waiver and release does not cover any retention or labor, services, or materials
furnished after the date specified.

Dated on **August 25, 2003**

SUNBELT RENTALS, INC.


Patricia L. Uddo – Regional Credit Manager

Sworn to and subscribed before me by **Patricia L. Uddo**, who is personally known to me and
who did not take an oath, this **25th** day of **August 2003**.




FL Notary Public

NOTE: This is a statutory form prescribed by Section 713.20, FL Statutes (1996). Effective October 1,
1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the
statutory form.

LLA

CENTRAL COLLECTIONS - ORLANDO
314 W Landstreet Rd., Orlando, FL 32824
407-816-1591 Fax 407-816-6760



100% Employee Owned

SUPPLIER'S FINAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: Garney, the Owner or Lender(s) having any loans secured by the property of said Owner and other parties, if any, having any interest in the real estate (the "Realty") identified below (hereinafter collectively the "Beneficiaries").

Supplier's Name: Thompson Pump & Mfg. Co.

Project Name: Consumers / Lake Hayes Water Main

Project Location: Seminole County, Florida

Payment Requested: \$ 0.00

Date of Last Work Covered by Payment Request: June 9th, 2003

Certificate

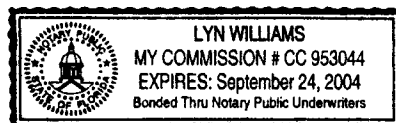
The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of \$ 10.00, which is currently due and payable, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and/or equipment and material supplied on this project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto with Garney or any subcontractor or supplier to Garney concerning work to be performed on the Realty (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned

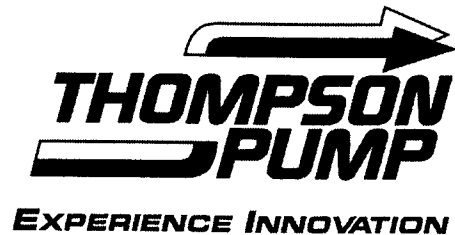
4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

NOW, THEREFORE, effective as of receipt of the payment referenced in this application, the undersigned irrevocable and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty. Additionally, the undersigned waives and releases any other claims against the Owner, the property, Garney, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

By: Susan Kinkaid
Title: Susan Kinkaid, Asst. Corp. Sec.
Date: 9/8/03



THOMPSON PUMP & MFG CO INC
POST OFFICE BOX 291370
PORT ORANGE FL 32129-1370
800/ 767-7310 FAX 386/ 761-0362



FULL AND FINAL RELEASE

The undersigned lienor, in consideration of the final payment in the amount of Ten Dollars (\$10.00), hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to GARNEY CONSTRUCTION on the job of SEMINOLE COUNTY to the following described property:

LAKE HAYES WATER TRANSMISSION MAIN BOND #929233296

WINTER PARK, FL

Dated on 09/03/2003

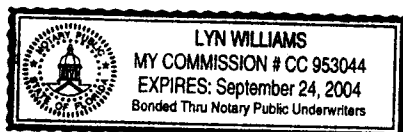
THOMPSON PUMP & MFG. CO., INC.

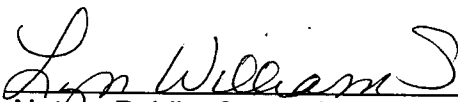


Kelly Seliga, Asst. Corporate Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and subscribed on 09/03/2003 before me by Kelly Seliga, Asst. Corporate Secretary of Thompson Pump & Mfg Co., Inc., a Florida corporation. She is personally known to me and did take an oath.





Notary Public, State of Florida

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



To: Garney, the Owner or Lender(s) having any loans secured by the property of said Owner and other parties, if any, having any interest in the real estate (the "Realty") identified below (hereinafter collectively the "Beneficiaries").

Date of Last Work Covered by Payment Request: _____

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of \$ 10.00, which is currently due and payable, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The amount requested for labor performed and/or equipment and material supplied on this project or in connection with the Property reference above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto with Garney or any subcontractor or supplier to Garney concerning work to be performed on the Realty (hereinafter the "Contract").
2. No labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned

represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.

4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all subcontractors, materialmen, suppliers and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Final Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this application, the undersigned irrevocable and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty. Additionally, the undersigned waives and releases any other claims against the Owner, the property, Garney, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor, and everything else in connection with this Contract.

Subcontractor: United Rentals
By: Jennifer B. Corbin
Title: Lien Administrator
Date: 15 SEP 2003

State of Virginia
County of Loudoun

On this 15th day of Sept., 2003, before me, the undersigned, personally appeared JENNIFER B CORBIN of United Rentals, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Macey Crawford
Notary Public in and for said County and State

My Commission Expires July 31, 2007
Commission Expires

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3007156

11244017

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **GARNEY COMPANIES INC** to the following described property:

**WEST CHAPMAN ROAD WATER TRANS
OVIEDO, FL
SEMINOLE COUNTY**

This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

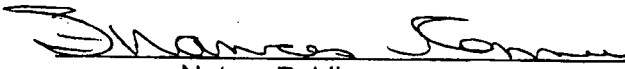
Dated on **OCTOBER 07TH**, 2003

Lienor's Name RINKER MATERIALS of FLORIDA, INC.
Address 1398 State Road 436 Suite 200
Casselberry, FL 32707

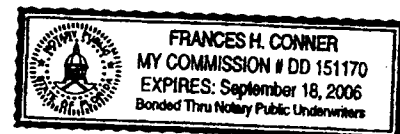
By


AUTHORIZE REPRESENTATIVE

Sworn to and subscribed before me this **07TH** day of **OCTOBER**, 2003


Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RJ

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$38,965.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through April 30, 20003, to Garney Construction (customer) on the job of Orlando Utility Commission (owner) to the property known, described or recorded as:

Lake Hayes Water Treatment Plant, Seminole County, Florida

This waiver and release becomes effective and valid only upon clearance of any tendered check.

Dated on this 8th day of October, 2003.

Lienor: American Paving Contractors, Inc.
508 Clifton St.
Orlando, FL 32808

Authorized Signature: Pete Tamayo

Printed Name: Pete Tamayo

Title: President

State of FLORIDA
County of ORANGE

On this 8 day of October, 2003, personally appeared before me Pete Tamayo (name) as President (title) of the above Lienor, and acknowledged that He/She executed the foregoing Waiver of Lien for the purposes therein expressed. He/She is personally known to me ☒ or produced ID# _____

Signature of Notary Rebecca M. Streit

Seal:



Rebecca M Streit
My Commission DD200126
Expires May 25, 2007

LH 032431 H
LH 032419 H

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through AUGUST 31, 2003, to American Paving Contractors, Inc. (customer) on the job of Orlando Utilities Commission (owner) to the property known, described or recorded as:

Lake Hayes Water Treatment Plant
Seminole Co, FL

Dated on this 10th day of September, 2003.

Lienor:

CDS Sitework + Trucking
12601 C.R. 545
Winter Garden, FL 34787

SEP 11 2003

Authorized Signature:

Carmen R. Cantero

Printed Name:

Carmen R. Cantero

Title:

Vice President

State of

Florida

County of

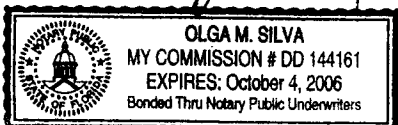
Orange

On this 10th day of September, 2003, personally appeared before me Carmen R. Cantero (name) as Vice President (title) of the above Lienor, and acknowledged that He/She executed the foregoing Waiver of Lien for the purposes therein expressed. He/She is personally known to me _____ or produced ID# _____.

Signature of Notary

Olga M. Silva

Seal:





United Rentals North America
43925 John Mosby Highway
Credit Department
Chantilly, Va. 20152
703-327-3717
Toll Free 888-232-9877
Fax 703-327-0120

LH032419H

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$ 3,117.92 CK# 5665, hereby waives and releases its lien and right to claim a lien for labor, services or materials to AMERICAN PAVING CONTRACTORS, INC., CUST # 99062 for the job to the following described property:

SE REGIONAL / LAKE HAYES TRANSMISSION MAIN - PHASE 1
DIKE ROAD - SEMINOLE COUNTY
WINTER SPRINGS, FLORIDA 32708

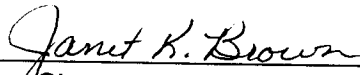
Dated on JULY 9, 2003

Submitted by: United Rentals North American

43925 John Mosby Highway
Credit Department
Chantilly, Va. 20152

By: 
Printed Name: PRISCILLA SOSA
Title: Lien Administrator

State of: Virginia
County of: Loudoun


Notary Signature

1-31-07
Notary Stamp/Commission Expiration

Personally appeared before me PRISCILLA SOSA, this Wednesday, July 09, 2003, who being duly sworn on oath says that he/she is Lien Administrator of United Rentals North America

This waiver is conditioned upon clearance of check number 5665 in the amount of \$ 3,117.92 tendered by AMERICAN PAVING CONTRACTORS, INC.. If collected funds are not received by lienor upon deposit of the check tendered, this Waiver and Release is null and void.

(This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release that is different from the statutory form.)



Tel: (407) 208-1445
Fax: (407) 208-1553
www.apac.com

APAC-Southeast, Inc.
Central Florida Division
Orlando Branch
3504 Lake Lynda Dr., Ste. 170
Orlando, FL 32817

FINAL WAIVER AND RELEASE OF LIEN

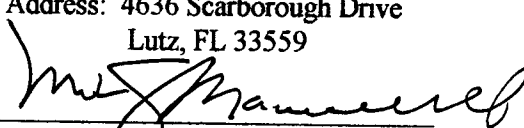
The undersigned lienor, in consideration of the final payment in the amount of \$4,447.69 (four thousand four hundred forty seven and 69/100 dollars), hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to American Paving Contractors on the job of Lake Hayes Water Treatment Plant to the following described property contingent upon said funds being received and clearing our financial institute:

WINTER SPRINGS LAKE HAYES WATER TRANSMISSION
SEMINOLE COUNTY, FLORIDA

Dated on July 31, 2003

Lienor's Name: APAC – Southeast, Inc
Central Florida Division
Address: 4636 Scarborough Drive
Lutz, FL 33559

By :


Mark Marine
Orlando Branch Manager

State of Florida
County of Orange

Sworn to and subscribed before me
this 31ST day of July 2003.


Notary Public

My commission expires:



Orpha Livingston
My Commission CC962940
Expires September 20, 2004

LH 032419H

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

ASHLAND

RECEIVED

SEP 04 2003

GARNEY

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

LB # 2680

The undersigned lienor, in consideration of the final payment in the amount of \$3645.23, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to AMERICAN PAVING CONTRACTORS, INC. on the job of SEMINOLE COUNTY, to the following described property: SOUTHEAST REGIONAL LAKE HAYES TRANSMISSION MAIN PH 1

DATED on: 09/04/03
223813/223736

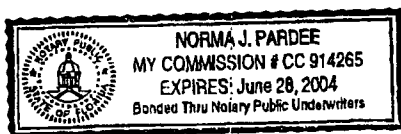
ACCT #: S713200-

RMC EWELL, INC
P.O. BOX 3858
LAKELAND, FL 33802

BY: Sherry Register
Sherry Register
Financial Services Rep.

**STATE OF FLORIDA
COUNTY OF POLK**

Personally appeared before me this SEPTEMBER 04, 2003. Sherry Register who is being duly sworn on oath that she is Financial Services Representative of RMC EWELL, INC, and that hereby acknowledges the execution of the foregoing instrument for and on special instance and request.



Norma J. Pardee
NOTARY PUBLIC

*Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor
To furnish a waiver or release of lien that is different from the statutory form.*

FINAL RELEASE

9- 9-03 3:08PM ANE-104 PAVING CONT 14072947797 # 2 3

LH 032419H

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through AUG 31, 2003, to American Paving Contractors, Inc. (customer) on the job of Seminole Co. (owner) to the property known, described or recorded as:

Lake Hayes Water Treatment Plant
Seminole Co, FL 32809

Dated on this 9th day of Sept, 2003.

Lienor:

WALSH TRUCKING
P.O. Box 184
GOTHA, FL 34734

Authorized Signature:

Printed Name:

Title:

Donna Henry
Donna Henry
Secretary

State of

FLORIDA

County of

ORANGE

On this 9th day of Sept, 2003, personally appeared before me DONNA HENRY (name) as SECRETARY (title) of the above Lienor, and acknowledged that He/She executed the foregoing Waiver of Lien for the purposes therein expressed. He/She is personally known to me ☒ or produced ID# _____

Signature of Notary

Deidre H. Hall-Marshall

Seal:



Deidre H. Hall-Marshall
Commission # CC 997230
Expires Jan. 28, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

SEP 18 2003

LH 032419H

FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through AUG 31, 2003, to American Paving Contractors, Inc. (customer) on the job of Seminole Co. (owner) to the property known, described or recorded as:

Lake Hayes Water Treatment Plant
Seminole Co, FL 32809

Dated on this 10th day of September, 2003.

Lienor:

Florida Mining Corp
7000 S.R. 50
Webster, FL 33597

Authorized Signature:

Printed Name:

Title:

Reba Y. Mazak
Reba Y. Mazak
Vice President

State of

Florida

County of

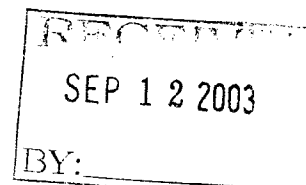
Sumter

On this 10th day of September, 2003, personally appeared before me Reba Y. MAZAK (name) as VP (title) of the above Lienor, and acknowledged that He/She executed the foregoing Waiver of Lien for the purposes therein expressed. He/She is personally known to me ✓ or produced ID# _____.

Signature of Notary

John A. Mork

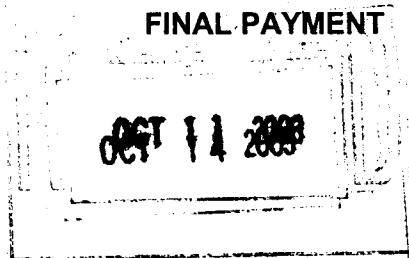
Seal:



**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3007156

11244017



The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **GARNEY COMPANIES INC** to the following described property:

**WEST CHAPMAN ROAD WATER TRANS
OVIEDO,fl
SEMINOLE COUNTY**

This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

Dated on **SEPTEMBER 12TH**, 2003

Lienor's Name: **RINKER MATERIALS of FLORIDA, INC.**
Address: 3626 Quadrangle Blvd, Suite 200
Orlando, FL 32817

By

FRANK ALFONSO

Sworn to and subscribed before me this **12TH** day of **SEPTEMBER**, 2003

Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RJ

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3007156

11244017

The undersigned lienor, in consideration of the final payment in the amount of \$ **10.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **GARNEY COMPANIES INC** to the following described property:

**WEST CHAPMAN ROAD WATER TRANS
OVIEDO, FL
SEMINOLE COUNTY**

OCT 14 2003

. This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

Dated on **OCTOBER 07TH** , 2003

Lienor's Name RINKER MATERIALS of FLORIDA, INC.

Address 1398 State Road 436 Suite 200

Casselberry, FL 32707

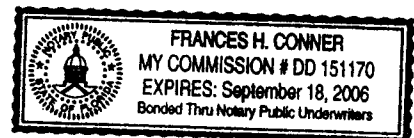
By _____

AUTHORIZE REPRESENTATIVE

Sworn to and subscribed before me this **07TH** day of **OCTOBER** , 2003

Frances H. Conner
Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RJ

**WAIVER AND RELEASE OF LIEN
FINAL PAYMENT**

3007156

11244017

The undersigned lienor, in consideration of the final payment in the amount of \$ **10.00** hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **GARNEY COMPANIES INC** to the following described property:

**WEST CHAPMAN ROAD WATER TRANS
OVIEDO,fl
SEMINOLE COUNTY**

This release is contingent upon receipt of the funds stated herein, and clearance of the funds by the drawee bank and shall not be effective until such contingency occurs.

Dated on **SEPTEMBER 12TH**, 2003

Lienor's Name: **RINKER MATERIALS of FLORIDA, INC.**
Address: **3626 Quadrangle Blvd, Suite 200
Orlando, FL 32817**

By _____



FRANK ALFONSO

Sworn to and subscribed before me this **12TH** day of **SEPTEMBER**, 2003



Notary Public

My Commission expires:



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RJ

Sep. 23, 2003 2:42PM

Greens Energy

No. 7238 P. 2 003

**STATUTORY WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned Lienor, in consideration of the final payment in the amount of
\$ 10.00 , hereby waives and releases its lien and right to claim a lien for labor,
services or materials furnished to B & B HORIZON

on the job of SOUTHEASTERN REGIONAL/LAKE HAYES WATER
TRANSMISSION MAIN

for the following described property: SOUTHEASTERN REGIONAL/LAKE HAYES
WATER TRANSMISSION MAIN PHAS1, TUSCAWILLA ROAD TO DIKES
ROAD/STATE ROAD 426 ARE OF SIMINOLE COUNTY FLORIDA (BOND NO:
9292-33-296) SOUTHEASTERN REGIONAL/LAKE HAYES WATER
TRANSMISSION MAIN PHASE 1, DIKES ROAD AREA.

Dated this 16 day of September, 2003.

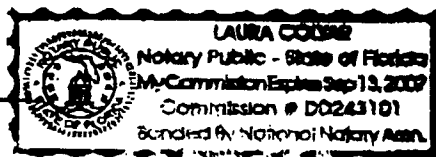
Lienor's Name: Greens Energy Services, Inc.
PO BOX 570008
Orlando, FL 32857-0008

BY John W. Green
PRINTED NAME
John W. Green

Sworn to and subscribed before me this 16 day of September, 2003
by John W. Green

☒ Personally Known
☐ Produced Identification
Type of Identification _____

Signature of Notary Laura Collier
My commission expires 9/12/07



Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or
Release of lien that is different from the statutory form.

920 Main Street • Suite 1700
P.O. Box 419013 • Kansas City, Missouri 64141-6013
816-842-4800 • FAX 816-472-5018
Website: www.thomasmcgee.com



November 12, 2003

Seminole County
1101 East First Street
Sanford, FL 32771-1468

RE: GARNEY COMPANIES, INC.
BOND NO: 929233296
PROJECT: Southeast Regional/Lake Hayes Water Transmission Main
Phase I - CC-1190-01/BJC
SURETY COMPANY: National Fire Insurance Company of Hartford

To Whom It May Concern:

Please accept this letter as Surety Company's consent to final payment on the captioned project.

The surety acknowledges a pending dispute with Leigh Construction on this project but does consent to final payment.

Sincerely,

NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

by *Linda L. Nutt*

Linda L. Nutt
Attorney-in-Fact

cc: National Fire Insurance Company of Hartford
CNA Plaza
Chicago, IL 60685

cc: Garney Companies, Inc.
1333 NW Vivion Road
Kansas City MO 64118

#2680

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$10.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **B & B Horizontal, Inc.** on the job of Southeast Regional/Lake Hayes to the following described property:

**SOUTHEAST REGIONAL/LAKE HAYES
WATER TRANSMISSION MAIN-PHASE 1
SEMINOLE COUNTY**

Dated on 15th Sept., 2003

By:

J. O'Neal Bates
Printed Name:

STATE OF FLORIDA
COUNTY OF Martin

Personally appeared before me, this 15th day of September, 2003,
J. O'Neal Bates of B+B Horizontal, Inc. and that he/she hereby
acknowledged the execution of the foregoing instrument for and on special instance and request.

Sworn to and subscribed before me
this 15th day of Sept, 2003.
Anna Belle Stancin
Notary Public

Personally Know ☒
Produced Identification _____, type _____

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor
To furnish a waiver or release of lien that is difference from the statutory form.

CONSENT OF SURETY TO FINAL PAYMENT

National Fire Insurance Company of Hartford, as Surety, and Garney We, the / Companies, Inc., as Contractor, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of *SEE BELOW Dollars (\$ 1,479,470.00--) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

*One Million Four Hundred Seventy Nine Thousand Four Hundred Seventy & no/100 Dollars

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the National Fire Insurance Company of Hartford, as Surety, has caused this instrument to be executed on its behalf of its Contractor, Garney Companies, Inc. -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 13 day of October 20 03.

National Fire Insurance Company of Hartford
Surety Company

Linda L. Nutt
Attorney-in-Fact Linda L. Nutt

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of Missouri)
County of Jackson) ss

The foregoing instrument was acknowledged before me this 13 day of October 20 03 by Linda L. Nutt, who is personally known to me or who has produced NA as identification.

Barbara A. Miller

Signature Barbara A. Miller
BARBARA A. MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires 9/13/07

Print name: Barbara A. Miller
Notary Public in and for the County and
State Aforementioned

My commission expires: September 13, 2007

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Barbara A. Miller, J. Douglas Joyce, Eric Van Buskirk, Linda L. Nutt, Michael T. Kelly, Brenda L. Linze, Lisa M. Tortora, Individually of Kansas City, Missouri
Lawrence S. Kaminsky, Eugene A. Klein, Thomas P. Latz, Thomas M. English, Individually of Shawnee Mission, Kansas**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of May, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of May, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 13 day of October, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

Bond No: 929233296

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Garney Companies, Inc., hereinafter referred to as a "Principal" and National Fire Insurance Company of Hartford, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 162,737.67 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1190-02/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated on or about October 30, 2002, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 10
day of November, 2003.

Address:

GARNEY COMPANIES, INC.
1333 N. W. VIVION ROAD
KANSAS CITY, MISSOURI 64118

Garney Companies, Inc. (SEAL)

Principal

By: [Signature] Its: Sr. Vice President
(If a Corporation)

ATTEST: [Signature] Its: VICE PRESIDENT
(If a Corporation)

Address:

CNA Plaza, Chicago, IL 60685
c/o
THOMAS MCGEE, L.C.
920 MAIN ST., STE. 1700
PO BOX 419013
KANSAS CITY, MO 64141-6013
816/842-4800

National Fire Insurance Company
of Hartford (SEAL)

Surety

By: [Signature]
Its Attorney-in-Fact Linda L. Nutt

Phone No. 312/822-5000

Fax No. 312/822-7517

ATTEST: [Signature]

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Barbara A. Miller, J. Douglas Joyce, Eric Van Buskirk, Linda L. Nutt, Michael T. Kelly, Brenda L. Linze, Lisa M. Tortora, Individually of Kansas City, Missouri
Lawrence S. Kaminsky, Eugene A. Klein, Thomas P. Latz, Thomas M. English, Individually of Shawnee Mission, Kansas**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of May, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of May, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 10 day of November, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

CERTIFICATE OF ENGINEER

Agreement Title: S.E.Regional Water Transmission Main - Phase I

County Contract No.: CC-1190-02/BJC

Agreement Date: November 14, 2002

Project: S.E. Regional Water Transmission Main - Phase I

CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: November 14, 2002

CONTRACTOR's Notice to Proceed: December 13, 2002

Days allowed by Agreement: 210 Days

Extensions granted by C.O.: 11 Days

Scheduled Completion Date: July 22, 2003

Work began: December 13, 2002

Project Substantially Completed: July 14, 2003

Days to complete: 214

Underrun: 7 Days

Overrun: _____

Oct. 30, 2003
Date


Engineer

CERTIFICATE OF FINAL COMPLETION

Agreement Title: S.E. Regional Water Transmission Main - Phase I

County Contract No: CC-1190-02/BJC

Project: S.E. Regional Water Transmission Main - Phase I

Contractor: Garney Companies, Inc.

Agreement for: Construction Agreement date: November 14, 2002

This Certificate of Final Completion applies to all work under the Contract Documents

To: Inwood Consulting Engineers, Inc.
Engineer

To: Garney Companies, Inc.
Contractor

To: Jeff Thompson
Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: July 22, 2003

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON Oct. 30, 20 03

Inwood Consulting Engineers, Inc.

ENGINEER

BY: 

CONTRACTOR accepts this certificate of Final Completion on Oct. 20,
20 03.

Barney Companies, Inc.

CONTRACTOR

BY: 

COUNTY accepts this Certificate of Final Completion on _____,
20 ____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____, Chairman

Clerk of the Board of
County Commissioners of
Seminole County, Florida

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: _____

County Contract No.: CC-1190-02/BJC

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared Dan Smolik who, being duly sworn and personally know to me, deposes and says that he/she is Project Administrator of Garney Companies, Inc., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Southeast Regional/Lake Hayes Water Transmission Main, located in Seminole County, Florida, dated the 20th day of October, 2003, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 1,627,376.69 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 202,834.92 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

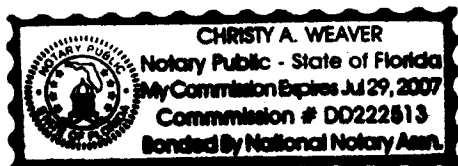
State of Florida, ss
County of Osceola

Dan Smolik
Affiant

The foregoing instrument was acknowledged before me this 20th day of October, 2003, by Dan Smolik who is personally known to me or who has produced _____ as identification.

Ch. C. W.
Signature

Print name: Christy A. Weaver
Notary Public in and for the County and
State Aforementioned



My commission expires: 7.29.07

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: S.E. Regional/Lake Hayes Water Transmission Main - Phase I

COUNTY Contract No. CC-1190-02/BJC

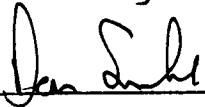
To: CONTRACTOR Garney Companies, Inc.

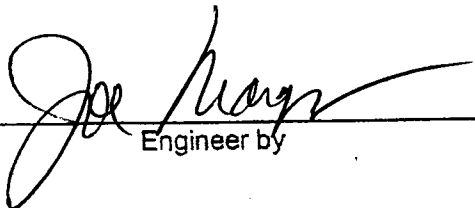
Project Manager Dan Smolik

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on July 22, 2003 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR Garney Companies, Inc.


Contractor by


Engineer by

Reviewed by:

Contracts Supervisor

Date